

NOTICES

MARYLAND DEPARTMENT OF GENERAL SERVICES ("DGS")

Procurement Regulations

This Request for Proposal ("RFP") and any contract entered into as a result hereof is subject to the provisions of Division II of the State Finance & Procurement Article and title 21 of the Code of Maryland Regulations ("COMAR").

Minority Business Enterprise Participation Policy:

Minority Business Enterprises are encouraged to respond to this RFP.

Disclosures/Public Information Act Notice:

Proposals submitted in response to this RFP shall be subject to disclosure pursuant to the provisions of the Maryland Public Information Act, Section 10-611 *et seq.* of the State Government Article of the Annotated Code of Maryland ("State Government Article"). An Offeror must specifically identify those portions of its proposal, if any, which it deems to contain confidential or proprietary information or trade secrets and must provide justification why such materials should not, upon request, be disclosed by the State under the Maryland Public Information Act. In the event of a request for responses to this RFP, the Procurement Officer will determine whether the response or portions of it must be disclosed. If an Offeror fails to identify portions of its proposal as confidential, proprietary or trade secret information, the Procurement Officer will assume that the information can be freely disclosed to the public.

Acceptance of Terms and Conditions

By submitting a proposal in response to this Request for Proposal, the Offeror accepts all of the terms and conditions set forth in the RFP. Offerors are urged to read this RFP carefully since it sets forth the terms and conditions of the solicitation and the Contract entered into as a result of the RFP.

Multiple Contracts:

DGS anticipates awarding multiple contracts under this RFP. If selected for a contract, an Offeror is not guaranteed a minimum amount of work or compensation and the Procurement Officer will determine, in the Procurement Officer's sole discretion, which Offeror is best suited and available to provide services on any particular matter at any given time.

eMaryland Marketplace:

In order to receive a contract award, a vendor must be registered with eMaryland Marketplace. Registration guidelines may be found on the eMaryland Marketplace website at www.eMarylandMarketplace.com .

MARYLAND DEPARTMENT OF GENERAL SERVICES REAL ESTATE DIVISION

REQUEST FOR PROPOSALS WSN 2-12 **REAL ESTATE TITLE AND SETTLEMENT SERVICES**

Offerors are invited to submit proposals in conformance with the requirements described below.

PART I - PROPOSAL INFORMATION

1.1 Purpose: The purpose of this Request for Proposals ("RFP") is to invite Offerors experienced in real estate title, settlement and related services to submit proposals to the Department of General Services ("DGS") outlining in detail their ability to provide such services to DGS in the Southern and Upper Eastern Shore Regions (Prince George's, Charles, Calvert, St. Mary's, Anne Arundel, Montgomery, Cecil, Kent, Talbot, Queen Anne and Caroline Counties).

1.2 Procurement Officer:

Name: Wendy Scott-Napier
Title: Procurement Officer
Telephone Number: (410) 767-4088
Facsimile Number: (410) 333-7144
E-mail: wendy.scott-napier@dgs.state.md.us
Address: Department of General Services
Real Estate Division
300 W. Preston Street, Room 601
Baltimore MD 21201

The sole point of contact in the State for purposes of this RFP is the Procurement Officer.

1.3 Pre-Proposal Conference:

Date: March 23, 2011
Time: 10:30 am
Location: 300 W. Preston Street, Rm: 601
Baltimore, MD 21201

Attendance optional, but any prospective Offeror planning to attend **must notify the Procurement Officer on or before March 21, 2011**. Prospective Offerors may also submit written questions. The Procurement Officer must receive written questions from prospective Offerors no later than March 22, 2011. Questions received later than that date might be answered, if time permits. A list of the questions received at the Pre-Proposal Conference and the written questions and the answers thereto shall be mailed to: (i) prospective Offerors who were sent this RFP, and (ii) prospective Offerors who otherwise obtained this RFP and notified the Procurement Officer in writing that they obtained this RFP. **Persons who download this RFP from the Internet must notify the Procurement Officer (by mail, facsimile, or e-**

mail) in order to be included on the list of prospective Offerors.

1.4 Amendment or Cancellation of RFP: If this RFP requires amendment, written notice of the amendment will be given to all prospective Offerors identified in Section 1.3

RECEIPT OF AMENDMENTS MUST BE ACKNOWLEDGED IN WRITING BY PROSPECTIVE OFFERORS. This RFP may be cancelled in whole or in part and any proposal may be rejected in whole or in part if the Procurement Officer determines that such action is in the best interest of the State. The Procurement Officer may waive or permit cure of minor irregularities in any Proposal.

1.5 Closing Deadline: The Procurement Officer must receive the proposal package at the address of the Procurement Officer no later than 3:00 p.m. locally prevailing time on April 20, 2011 (the "Closing Date"). Requests for extensions of this date shall not be granted. Any proposal, request for modification, or request for withdrawal received after 3:00 p.m. on the Closing Date is late and will not be considered. It is recommended that proposals be delivered by hand to the office of the Procurement Officer. Offerors mailing proposals or using overnight courier services should allow sufficient time to take account of internal delivery within the State. See Part VI of this RFP for further information

1.6. Incurred Expenses: Neither DGS nor the State is responsible for any expenses that an Offeror may incur in preparing and submitting a proposal.

PART II - SCOPE OF SERVICES REQUIRED

2.1 The Department of General Services is a principal department of the government of the State of Maryland (the "State"), organized pursuant to Title 4 of the State Finance & Procurement Article of the Annotated Code of Maryland ("SFP"). DGS has the statutory responsibility to acquire and dispose of all real property and interests therein for most State agencies. DGS' work may include, but is not limited to, the acquisition or disposal of: park lands; open space; agricultural land preservation easements; commercial/office buildings; construction sites; street beds; railroad beds; rights-of-way; historical easements; and conservation easements. Offerors should recognize that DGS is unable to predict the number or types of transactions that a Contractor may be asked to handle under a contract issued pursuant to this RFP.

2.2 The Contractor shall provide the following services to DGS for all matters assigned to it under a Contract, subject to and upon the request and direction of the Office of Real Estate:

- A. In all counties for the Region covered by the Contract, perform a full sixty (60) year title search and examination ("Full Title Search"). A Full Title Search may include, but is not limited to, a search and examination of records maintained by counties, railroad companies, the State Highway Administration, the State Department of Assessments and Taxation, and State and Federal Courts (including the bankruptcy courts).
- B Conduct a title search beyond the time frame required by a Full Title Search when requested by DGS or when necessary to determine: the scope or owner of mineral/mining rights; the scope or owner of a reversionary interest; lease terms in lands subject to ground rents; easements; rights-of-way established prior to the time period of a Full Title Search; or metes and bounds descriptions of parcels.

- C. Furnish a complete Title Abstract. A complete Title Abstract shall include the abstractor's notes and reports, a sixty (60) year (or longer, if necessary or requested by DGS) search and chain of title.

Furnish a complete Title Commitment Package within thirty (30) calendar days of receipt of the formal search letter. A Title Commitment Package shall include a complete Title Abstract, as defined above, plus a standard ALTA Commitment for Title Insurance, a summary of title, full legible copies of all documents in the chain of title (including deeds of out conveyances), and information concerning liens, judgments, requirements, and exceptions listed in the Commitment for Title Insurance, along with a Phase I invoice. A Title Commitment Package that is submitted without all of the items listed in this paragraph shall be considered incomplete. In the event the Complete Title Package is not received within the required time period, DGS may **resort** to any or all of the following:

1. refuse to accept the package received **at no cost to the State** and assign the file to another contractor
2. reduce the contractor's fee by \$25.00 per day for **every day late**
3. file a complaint with the Attorney Grievance Commission if applicable
4. file a complaint with your title insurance underwriter
5. terminate the contract, wholly or in part, for default
6. recover actual damages incurred by the State of Maryland
7. avail itself of any other remedies provided by law

- D. Perform expedited title search requests within fifteen (15) calendar days of receipt of the formal request search letter.
- E. Perform bring-to-dates at the time of recordation and as requested by DGS
- F. Prior to settlement, review for errors, omissions, and inconsistencies all documents prepared by State personnel; contact DGS' Real Estate Division for approval to revise documents prepared by State personnel; and make all approved revisions prior to execution and recordation.
- G. Provide settlement services in the city/county in which the subject property is located and perform settlement within ten (10) calendar days of receipt of settlement instructions and purchase funds.
- H. Upon request by DGS, furnish marked-up and signed commitment at settlement.
- I. Provide post-settlement documents (settlement sheet and copy of executed documents to be recorded and a Phase II invoice) to DGS Real Estate Division within five (5) calendar days after settlement.
- J. Properly record all required documents, including application for tax-exempt status, within seven (7) calendar days after settlement.

- K. Provide filing receipt to DGS Real Estate Division within ten (10) calendar days after recordation.
- L. Provide original recorded documents and, if title insurance is to be obtained, issue standard ALTA Owner's Title Policy within sixty (60) calendar days after settlement or within ten (10) days of Contractor's receipt from the Land Records Office of the original recorded documents, whichever shall occur first. Provide applicable title insurance policy endorsements within ten (10) calendar days after request by DGS.
- M. Provide assistance to Assistant Attorneys General assigned to DGS in any title related issues and in curing defective titles.
- N. Attend meetings with Federal, State, City, and/or County officials, as well as private parties, as necessary with respect to a transaction.
- O. Serve as escrow agent as required.
- P. As requested by DGS, record any document in the proper Land Records Office(s), and verify that such document is properly indexed and among the land records.
- Q. In condemnation actions and tax sale purchases, identify all parties with any interest in the subject property. Provide title insurance on the property at the close of the condemnation action or tax sale proceeding.
- R. Submit annually on or before July 1 of every year and as requested, insured closing protection letters from all title insurance underwriters that provide or may provide title insurance policies under the Contract. The Form of Closing Protection Letter is attached to the Sample Contract, also attached hereto as Exhibit C.
- S. Submit annually a current copy of the Contractor's Insurance License; and a copy of the Contractor's Errors and Omissions declaration page.
- T. Notify DGS immediately upon discovery of a defective title, title problem, or ownership in a person or entity other than that indicated in the Request Letter.
- U. When the interest likely to accrue on purchase funds for an individual transaction is \$50.00 or more, place purchase funds in an interest-bearing account, with interest to date of disbursement payable to the State or as otherwise designated by DGS.
- V. Notify the Procurement Officer and DGS' Real Estate Division in writing immediately of any change in the Contractor's: relationship with its underwriter; title insurance coverage limits; errors and omissions coverage; or personnel assigned to perform work under the Contract.
- W. Provide other related services as directed.

PART III – OFFERORS’ QUALIFICATIONS

3.1 Minimum Requirements: To be considered for this procurement, an Offeror must meet the minimum requirements set forth in this RFP (3.2.1 thru 3.2.4 below) and demonstrate the same in its proposal. Any proposal failing to do so, will not be considered.

- 3.2.1 License: An Offeror shall demonstrate that it meets the State’s Title Insurance License requirements at the time of proposal submission, and shall agree to meet these licensure requirements throughout the term of the Contract.
- 3.2.2 Entity: You must be a legal entity (PA, LLC, CORP.) providing real estate settlement and title insurance services over the most recent three (3) year period.
- 3.2.3 Offeror’s Personnel: An Offeror shall demonstrate that it employs two or more persons, at least one whom is admitted to practice law before the highest court of Maryland, and shall agree to continue the same or similarly qualified individuals throughout the term of the contract.
- 3.2.4 Agency: Your entity must work with or be a licensed underwriter, licensed to do business in the State of Maryland.

3.3 Prior Experience: An Offeror must describe its experience in providing real estate settlement and title insurance services over the most recent five (5) year period. The individuals identified by the Offeror in its proposal as those who will be primarily responsible for performing the work must have provided settlement and title insurance services within the State for at least the most recent five (5) year period. An Offeror must demonstrate that the experience of the individuals identified by the Offeror in its proposal as those who will be primarily responsible for performing the work includes broad transactional and commercial experience.

3.4 Offeror’s Capacity: An Offeror shall demonstrate the capability of performing the potential volume and type of services as required by DGS described in Part IV below. An Offeror shall demonstrate that it is a licensed agent or underwriter eligible to do business in the State, and that it is registered with the State Department of Assessments and Taxation. An Offeror shall demonstrate that it is capable of issuing standard ALTA title insurance policies in excess of \$1,000,000.00.

3.5 Arrearages: By submitting a response to this solicitation, an Offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland. This includes the payment of taxes and employee benefits, and Offeror also deems that it shall not become so in arrears during the term of the contract if selected for award.

PART IV - PROPOSAL FORMAT

4.1 General: The Proposal shall consist of two parts, a technical submission and a price submission (refer to PART V). Offerors should organize their proposals so that their responses correspond to the specific subsections in PART IV 4.2 through 4.11 below while being mindful of the scope of work detailed in PART II. Provide any other information which you may consider relevant to a fair evaluation of your experience and capabilities.

The initial evaluation of the technical submission will be completed before consideration of the price submission. Therefore, **each Proposal must be submitted in two physically separate parts and in separate clearly labeled envelopes**: one for the technical submission and another for the price submission, all as indicated below.

4.1.a General Information: As the initial page, the technical submission shall include the following information:

- i) Name of the Offeror submitting the Proposal,
- ii) Street address at which the Offeror desires to receive mail regarding the RFP,
- iii) Street address of the Offeror's principal business address,
- iv) Name and position of the individual who will represent the Offeror as the primary contact person on matters relating to the Proposal, and, if different, for performance of services under the Contract,
- v) Telephone, facsimile numbers and an email address of the contact person for matters related to the Proposal and, if different, for performance of services under the Contract. All mailed correspondence to that individual shall be addressed to the address provided in response to item ii) above in this paragraph,
- vi) Minority Business Enterprise Certification Number issued by the Maryland Department of Transportation (MDOT), if applicable and
- vii) Offeror's tax identification number.

4.1.b eMaryland Marketplace: An Offeror shall affirm that it is registered with eMaryland Marketplace, and shall provide its eMaryland Marketplace registration number. Registration guidelines issued by the Maryland Department of General Services are found on the eMaryland Marketplace website at www.eMarylandMarketplace.com.

4.2 Real Estate Title and Settlement Experience: The Offeror shall provide a detailed description of the Offeror's experience with providing real estate title and settlement services. The Offeror must include specific examples of the Offeror's ability to recognize and resolve unusual or difficult title issues, such as those involving commercial transactions, estates and trusts, ground rents, bankruptcy, mortgage foreclosures, transfers of all or substantially all of the assets of a corporation, street beds, road closings, railroad property, agricultural property, and condemnations. The Offeror should estimate the number of settlements it has conducted for each of the last three years.

4.3 Offeror's Personnel: The Offeror shall identify those individuals who will be primarily responsible for performance of the services under the Contract. Include a description of the type of work for which each identified individual will be responsible, and give a description of each individual's related experience. Attach current resumes for each individual identified. For each individual identified, the Offeror shall provide a detailed description of the individual's experience with providing real estate title and settlement services. The Offeror must include specific examples of each individual's ability to recognize and resolve unusual or difficult title issues, such as those involving commercial transactions, estates and trusts, ground rents, bankruptcy, mortgage foreclosures, transfers of all or substantially all of

the assets of a corporation, street beds, road closings, railroad property, agricultural property, and condemnations. The Offeror should estimate the number of settlements that each individual has conducted for each of the last three years. Do not list individuals in the Offeror's employment who will not be responsible for State work under the Contract. Additional staff may be identified as available to perform back-up duties for those individuals responsible for State work under the Contract.

4.4 Abstractors: The Offeror shall identify its primary title abstractors and indicate whether they are employees of the Offeror or independent contractors. Offeror shall identify whether its primary title abstractors are carrying a minimum of \$500,000.00 Errors and Omissions Insurance.

4.5 Insurance Information: If an Offeror is a title insurance agent, it shall identify its title insurance underwriter and state the maximum amount of insurance it is authorized to write for a single transaction.

4.6 Claims: Offerors that are title insurance agents shall list all real estate/settlement claims that have been made against the Offeror or any of its Principals within the past three (3) years as a result of transactions that the Offeror handled in Maryland. Offerors that are title insurance underwriters shall list all real estate/settlement claims that have been made against it within the past three (3) years as a result of transactions that the Offeror handled in Maryland. Offeror shall set forth the nature and current status of the claim(s). If the claim has been resolved, the Offeror shall state the outcome.

4.7 Conflicts of Interest: The Offeror shall describe in detail its existing system for identifying conflicts of interest. The Offeror shall also identify any conflicts of interest which may arise if the Offeror provides the services required under this RFP and shall describe how it proposes to resolve such conflicts. Nevertheless, if a conflict of interest arises, the Offeror shall continue to provide the required services to DGS and inform other existing or potential clients that they must seek other representation in particular situations.

4.8 Compliance with Public Ethics Law: Each Proposal must state whether the submission of a Proposal, any further negotiation under this RFP or the entering into the Contract may result in a violation of the Public Ethics Act. If such a violation may result, the Proposal must discuss the Offeror's proposal for resolving the violation within the schedule set for this RFP and entering into the Contract. Further, each Proposal must identify any employee, officer or member of the Offeror who is an employee or official of DGS, or whose family members (as designated in the Public Ethics Law) are employees or officials of DGS.

The submission of a Proposal, further negotiation under this RFP, or entering into a Contract is subject to the Maryland Public Ethics Law codified at State Government Article of the Maryland Annotated Code, Sections 15-101 et seq. ("Public Ethics Law"). DGS reserves the right not to consider any Proposal if negotiation with an Offeror or the entering into the Contract would give rise to a violation of the Public Ethics Law. Each Offeror is encouraged 1) to identify, at the earliest possible time, the existence of circumstances that may be or might give rise to a violation of the Public Ethics Law and 2) to consult with the Maryland State Ethics Commission. The evaluation process under this RFP and the award of the Contract will not be delayed or rescheduled so that an Offeror may resolve a potential issue arising under the Public Ethics Law.

The Public Ethics Commission is represented by its own counsel. DGS will not issue advice to an Offeror concerning compliance with the Public Ethics Law.

4.9 Additional Enclosures: The Offeror shall submit a copy of its Insurance License, Errors and Omissions declaration page, a completed Bid/Proposal Affidavit (attached hereto as Exhibit A), and if applicable, a Certificate of Good Standing issued by the Maryland State Department of Assessments and Taxation. The Certificate of Good Standing must be dated no more than twenty-one (21) calendar days prior to the Closing Date for this RFP. An Offeror that is a foreign corporation shall submit evidence of its current and valid registration with the Maryland State Department of Assessments and Taxation.

4.10 References: The Offeror shall provide at least three (3) references, other than the State or any of its agencies, for whom the Offeror has provided real estate title or settlement services in the past five (5) years. Provide a contact name, address, and telephone number for each reference.

4.11 Additional Affidavit: Offerors are advised that if a contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this affidavit is included for informational purposes as part of Exhibit B. The Contract Affidavit **must not be** submitted with an Offeror's Proposal.

PART V FEES

5.1 Price Submission – Required Information: The price submission envelope of the proposal shall contain the information described below.

A. Comprehensive Settlement Fee: An Offeror shall submit a fixed fee for title and settlement services for a single transaction. This Settlement Fee shall not exceed \$700.00, and shall incorporate all overhead expenses, including but not limited to:

- Title search charges and settlement expenses for a single Full Title Search (including abstractors' fees and pre-recording bring-to-date prior to settlement),
- Conducting Settlement,
- Attorneys' Fees,
- In-house Photocopying,
- Travel and mileage expenses,
- Telephone and facsimile expenses,
- Document preparation (including commitments, policies, deeds & affidavits)
- Notary fees,
- Delivery and courier services,
- Wire transfer fees,
- Service Charges to record documents,
- Escrow Services,
- Secretarial Services.

An Offeror shall agree that the above-referenced overhead expenses shall not be passed through to DGS or another party to the transaction.

B. Pass-Through Charges: An Offeror shall agree that the following expenses may be passed through to DGS at the Contractor's actual cost with no markup, and shall agree to itemize these Pass-Through Charges on its Invoice:

Photocopies in Clerk's office,
Recording charges charged by the State or County,
Lien Reports,
Judgment Reports
Taxes, water charges, or ground rent advanced or adjusted.

C. Cancellation Fee: An Offeror shall agree the State has the right to cancel a transaction at any time and that the total compensation for a cancelled transaction shall be a Cancellation Fee of \$325.00, plus allowable Pass-Through Charges under Paragraph B. above. Please note that the Cancellation Fee plus incurred allowable Pass-Through Charges will constitute your Phase I billing.

D. Recording Fee: An Offeror shall agree that the allowed fee for recording fully executed documents not associated with title and settlement services is \$35.00 per filing.

E. Title Insurance Fee: An Offeror shall submit a rate schedule for each underwriter through which it may issue policies for transactions under the Contract. An Offeror shall agree that the rates proposed shall be binding for the term of the Contract unless or until a new rate schedule is approved by the Maryland Insurance Commissioner. An Offeror shall agree that DGS is entitled to reissue rates, when reissue rates are available. An Offeror shall agree that, if DGS requests title insurance, the premium charges shall be in accordance with the rate schedule submitted with the Offeror's proposal.

5.2 Predetermined Fees: An Offeror shall agree that it shall be entitled to be compensated the following amounts for performing the specified services:

A. Additional Full Title Searches. When, in the sole judgment of the Office of Real Estate, a single transaction requires more than one (1) Full Title Search, a Contractor shall be compensated \$175.00 for each additional Full Title Search performed.

B. Additional Chains of Title. If the property to be searched has been in common ownership for the thirty (30) year period immediately preceding the search date, a division of ownership prior to that date will be considered an Additional Chain of Title for which a Contractor shall be compensated \$125.00.

C. Bring-to-date. Upon written authorization from DGS, a Contractor shall perform additional bring-to-dates. For each bring-to-date more than six (6) months but less than two (2) years after the issuance date for the original commitment, a Contractor shall be compensated \$150.00.

D. Disposition of State Property – "Request for Commitment Only". A Contractor shall be compensated \$400.00 for title services when DGS orders only a Commitment for Title Insurance in connection with the disposition of State-owned property.

5.3 Charges to Seller: An Offeror shall agree that, except as provided in this paragraph, no charges shall be assessed against a Seller without prior written authorization from DGS and the Seller. Notwithstanding this paragraph, a Contractor may assess against the Seller the following charges imposed against the property:

- Lien payoffs,
- Real estate taxes,
- Ground rents,
- Water Charges and
- Any other assessment charges imposed against the property, and
- Expedited Courier or Overnight fees for settlement requested by the Seller

A contractor may also assess against the Seller a fee for work that the contractor must perform in the clearance of Seller's title, including obtaining payoff statements, preparation and recordation of releases, securing partial pay down statements and execution of subordination agreements by third parties, and preparation of corrective deeds to cure a title defect. A Contractor shall submit the fees it will charge a Seller for the title clearance fees.

These fees may not exceed the following caps:

| | |
|--|----------|
| Securing payoff statements, preparation and recording of releases (per release) | \$100.00 |
| Securing partial pay down statements and execution of subordination agreements (per agreement) | \$75.00 |
| Preparation and recordation of corrective deed to cure title defect | \$150.00 |

The Contractor shall not charge more than \$200.00 per settlement in title clearance fees to clear Seller's title without written authorization from DGS and the Seller.

5.4 Phased Billing: Contractor shall employ a two phase billing process. The Phase One Invoice shall be clearly marked as such and include as the Cancellation Fee, applicable Pass-Through Charges and Predetermined Fees. The Phase One Invoice shall be submitted with the complete Title Commitment Package, and shall be paid by DGS within 30 days of acceptance by DGS of the complete Title Commitment Package and all documentation required to be submitted with the Title Commitment Package. Please note that there is a possibility of intermediate billing (ex. Bring-to-Date requests).

The Phase Two Invoice shall be clearly marked as such, and shall include as applicable the Settlement Fee, Title Insurance Fee, Pass-Through Charges, and Predetermined Fees. The Phase Two Invoice shall itemize any fees previously paid and shall subtract fees previously paid from the amount due on the Phase Two Invoice. The Phase Two Invoice shall be submitted with the fully executed deed and Settlement Sheet and shall be paid by DGS within thirty (30) days of acceptance by DGS.

PART VI SUBMISSION REQUIREMENTS

6.1 Packages: Proposals must be submitted in two parts, each in its own sealed envelope, labeled "Technical Proposal" and "Price Proposal". An original and five (5) copies of the proposal, in a sealed package labeled with the Offeror's name and captioned "Proposal: DGS Project No. WSN 2-12, Deliver to: Wendy Scott-Napier" shall be delivered to the Procurement Officer at the address of the

Procurement Officer no later than 3:00 p.m. locally prevailing time on April 20, 2011 (the "Closing Date"). Requests for extensions of this date shall not be granted. Any proposal, request for modification, or request for withdrawal received after 3:00 p.m. on the Closing Date is late and will not be considered. It is recommended that proposals be delivered by hand to the office of the Procurement Officer. Offerors mailing proposals or using overnight courier services should allow sufficient time to take account of internal delivery within the State. See Part IV of this RFP for further information regarding the proposal format.

6.2 Transmittal Letter: A brief transmittal letter addressed to the Procurement Officer and prepared on the Offeror's business stationery must accompany the Proposal. The letter must be signed by one or more individuals authorized to bind the Offeror to matters contained in the Proposal and must include the title or capacity of the signer. The transmittal letter must not be bound into the technical submission.

6.3 Length and Format: The technical portion of the Proposal may not exceed ten (10) pages, excluding an executed copy of the Bid/Proposal Affidavit and any attachments. **An original and five (5) copies of the technical proposal and all attachments must be submitted.**

6.4 General: All proposals shall be prepared with a concise description of the Offeror's capabilities to satisfy the requirements of this RFP and specifically the qualifications required in Part III above. Offerors should organize their proposals so that their responses to Part IV correspond to the specific subsection in that Part to the extent possible, without unnecessary repetition.

PART VII - EVALUATION PROCEDURE

7.1 Evaluation Committee: DGS shall establish an evaluation committee (the "Evaluation Committee") to be composed of three (3) or more State employees appointed by the Procurement Officer.

7.2. Discretion in Determining Deviations and Compliance: DGS reserves and assigns to the Procurement Officer the right to determine which of the Offerors have met the minimum qualifications of Part III of this RFP. The Procurement Officer shall have the sole right to determine whether any deviation from the requirements of this RFP is substantial in nature, and the Procurement Officer may reject unacceptable proposals. In addition, the Procurement Officer may reject in whole or in part any and all proposals, may waive minor irregularities in proposals, may allow an Offeror to correct minor irregularities, and may negotiate with responsible Offerors in any manner deemed necessary to serve the best interests of the State.

7.3 Technical Evaluations: After the Procurement Officer determines which proposals meet the minimum requirements and otherwise qualify for further consideration, the Evaluation Committee will conduct a technical evaluation of the qualifying proposals. This technical evaluation will be made solely on the basis of the technical proposal submitted and under the criteria set forth in PARTS III. and IV. The Evaluation Committee will rate the technical proposals on a Pass/Fail basis. Following completion of the technical evaluation, the Evaluation Committee will advise the Procurement Officer as to those proposals it believes should receive further consideration.

7.4 Price Evaluation: Following completion of the technical evaluation, the Evaluation Committee will evaluate the pricing of each proposal, and advise the Procurement Officer that the Evaluation Committee believes either that a recommendation should be made to DGS or that the Procurement Officer should conduct further negotiations and/or request best and final offers.

7.5 Oral/Site Presentations: The Evaluation Committee may in its discretion require oral presentations and site visits. Oral presentations and site visits, if conducted, shall be considered to be part of the technical proposal.

7.6 Competitive Negotiations: If it is determined that further negotiation is in the best interest of the State, the Procurement Officer will advise responsible Offerors how such negotiations will be conducted. Upon completion of all negotiations and upon receipt of any "best and final offers" submitted as a result of such negotiations, the Procurement Officer, after considering the evaluation by the Evaluation Committee of the factors listed in Section 7.7 below, shall make recommendation of award(s) to the Secretary of DGS or the Secretary's designee. After receiving and evaluating the recommendation of the Procurement Officer, the Secretary shall submit to the Board of Public Works ("Board") a request that the Board approve and award Contracts to the responsible Offerors whose proposals in the Secretary's judgment, with due consideration given to the recommendation of the Procurement Officer, best serve the interests of DGS and the State. Offerors whose proposals are not accepted will be so notified in writing.

7.7 Evaluation Considerations: The Evaluation Committee will evaluate the proposals on the basis of the following factors, which are listed in order of relative importance.

- 7.7.1 Specific Individual(s) Responsible for Performance of Contract: An evaluation of the qualifications, experience, expertise, and general reputation of the individual(s) who will be primarily responsible for the performance of the Contract as required by this RFP.
- 7.7.2 Offeror's Experience in Complex Transactions: An evaluation of the quality and quantity of the Offeror's significant experience and expertise in complex real estate transactions, including but not limited to commercial transactions, estates and trusts, ground rents, bankruptcy, mortgage foreclosures, transfers of all or substantially all of the assets of a corporation, street beds, road closings, railroad property, agricultural property, and condemnations.
- 7.7.3 Price: An evaluation of the Offeror's proposed rates of compensation for services required by this RFP.

ATTACHMENTS:

- Exhibit A – Proposal Affidavit (**Complete and Return with Proposal**)
- Exhibit B – Form of Contract
 - Sample Contract
 - Sample Contract Affidavit
 - Addendum A/DGS Contract Terms and Conditions
- Exhibit C – Sample Form of Closing Protection Letter

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____

and the duly authorized representative of (business) _____

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

C. AFFIRMATION REGARDING OTHER CONVICTIONS

FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

- (a) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (b) Been convicted of any criminal violation of a state or federal antitrust statute;
- (c) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§1961, et seq., or the Mail Fraud Act, 18 U.S.C. §§1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
- (d) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (e) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;
- (f) Been found civilly liable under a state or federal anti-trust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (g) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows (Indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
 - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
-
-
-

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT: I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT: I am aware of, and the above business will comply with the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$10,000 or more shall, on or before February 1, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$100 to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations).

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J(2)(b), above;

- (h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
- (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J(2)(a)-(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of, COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic _____) (foreign _____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name:

Address:

(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Contract.

M. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) The State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By:

(Authorized Representative and Affiant)

Printed or Typed Name

FORM OF CONTRACT

SAMPLE

EXHIBIT B

**CONTRACT FOR TITLE AND SETTLEMENT
AND RELATED SERVICES AND TITLE INSURANCE**

THIS CONTRACT, made this ____ day of _____, 20__, WITNESSETH:

I. PARTIES TO THE CONTRACT

This contract is between the State of Maryland, by and through its Department of General Services (hereinafter referred to as "DGS"), and _____ (hereinafter referred to as "the Contractor"). The Contractor's Federal ID number or Social Security number is _____ and the Contractor's eMaryland Market Reg. Number is _____.

II. NATURE OF CONTRACT

A. This contract is for the purchase of title examination, settlement and related services, and owner's title insurance in the acquisition of any and all real property, improved and unimproved, including easements, beds of streets, rights of way, and current or former railroad property or other interests therein purchased or otherwise acquired by the State of Maryland, through the Department of General Services Office of Real Estate in the Southern and Upper Eastern Shore Regions (representing the following counties: Prince George's, Charles, Calvert, St. Mary's, Anne Arundel, Montgomery, Cecil, Kent, Talbot, Queen Anne and Caroline Counties). The scope of services to be provided is more fully described in the Request for Proposals, which is attached hereto and incorporated by reference herein.

B. Prior to execution by DGS, Contractor shall submit a current and valid certificate of qualification issued by the Maryland Insurance Administration and Closing Protection Letters issued by all title insurance underwriters for whom the Contractor shall be issuing title policies to the State and its agencies. In order for this Contract to be effective, it must be presented to and approved by the Board of Public Works.

III. SCOPE OF CONTRACT AND PERFORMANCE REQUIREMENTS

A. In this document, "Contract Documents" shall mean: this Contract, the General Contract Terms & Conditions, the Request for Proposals WSN 2-12 dated _____, including all documents attached thereto and any addenda; the Contractor's proposal dated _____, 20__; and the Contract Affidavit. The work under this Contract shall be performed in accordance with the Scope of Services in the Request for Proposals WSN2-12 dated _____, 20__ and Contractor's proposal dated _____, 20__. In the event of a conflict between provisions of the Contract Documents, the controlling provisions shall be, in the following order, those of:

1. This Contract;
2. The General Contract Terms & Conditions (incorporated herein by reference);

3. The Contractor's proposal (incorporated herein by reference).
4. The Request for Proposals (incorporated herein by reference);

B. The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be resolved as a dispute in accordance with COMAR 21.07.01.06 (see ADDENDUM A, Item 2). Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

IV. TERM

This contract is for a term of three (3) years and shall commence on July 1, 20__ (the "Commencement Date"), and, unless sooner terminated, shall end the later of (a) June 30, 20__ (the "Expiration Date") or (b) upon completion of all work authorized on or before the Expiration Date. There shall be no renewals or extensions of the Contract.

V. DELAYS AND EXTENSIONS OF TIME

A. The Contractor agrees to prosecute the work continuously and diligently in accordance with Title 21 State Procurement Regulations, Subtitle 07 Contract Terms and Conditions in the Article of the Annotated Code of Maryland (COMAR 21.07.01.13).

B. Time extensions will only be granted for excusable delays that arise from unforeseeable causes beyond the control and without the negligence of the Contractor. A delay by a subcontractor will not constitute an excusable delay. Extensions of time, if approved by the Procurement Officer, may be granted for a maximum of ten (10) working days. In exceptional circumstances, the procurement officer may grant a second extension of not more than ten (10) working days.

Incomplete commitments or those lacking legible copies of all documents cited in the commitment, abstractor's chain of title and notes or reports, legal description of the property, all applicable plats, and lien sheet and judgment reports, if applicable, are unacceptable, and work shall be deemed not received until the required documents have been received by DGS.

C. DGS may refuse to accept a title commitment submitted after the due date, or

extended due date, as the case may be, in which event the Contractor will not be paid, and DGS may assign the job to another Contractor. Any commitment submitted and accepted after the due date, or the extended due date, is subject to a bill reduction of \$25.00 per day retroactive to the original due date, or extended due date, and shall be deducted from the final invoice of the Contractor. However, in no event shall the amount deducted exceed the total cost of the job.

VI. TITLE COMMITMENTS AND POLICIES

A. Title commitments shall cite the insured party as "the State of Maryland to the use of the Department of _____". DGS shall advise the Contractor in each instance which Department will be the named purchaser.

B. Schedule A of the title commitment shall:

1. identify the deed or deeds by which the fee simple owner holds title,
2. identify percentage ownership interests, if any and
3. include a legal description of the land to be insured.

C. The standard survey exception shall be removed from the title policy if DGS provides a survey, by a registered surveyor acceptable to the Contractor.

D. The standard mechanics' and materialman's exception shall be removed from the title policy, as these liens are not applicable to State owned property.

E. Contractor shall furnish applicable title insurance policy endorsements required by DGS within ten (10) calendar days after receipt of DGS' request.

VII. SETTLEMENT SERVICES AND INSURED CLOSING PROECTION LETTERS

A. Contractor shall provide settlement services, including but not limited to, those services outlined in Paragraph 2.2 of the Request for Proposals, as requested by DGS or the Office of the Attorney General. Contractor shall follow all instructions issued by DGS or the Office of the Attorney General in connection with the settlement services and issuance of title insurance policies and shall notify the issuer of the instructions immediately if for any reason the Contractor is unable to comply with the instructions or if the Contractor is uncertain how to comply with the instructions. Under no circumstance shall the Contractor prepare documents or perform services without the approval of DGS or the Office of the Attorney General.

B. In connection with settlement services, Contractor shall prepare a settlement statement showing the charges to the State in accordance with this Contract and instructions issued by DGS or the Office of the Attorney General.

C. On July 1st of every year during the contract term, Contractor shall submit to DGS:

1. A copy of the Contractor's current Certificate of Qualification
2. A copy of the Contractor's current declaration page from its Errors and Omissions Policy and
3. Insured Closing Protection Letters in the form attached hereto as Exhibit C from all title insurance underwriters that provide or may provide title insurance policies under the Contract.

D. Contractor shall submit a new Insured Closing Protection Letter within 15 calendar days of becoming a new Issuing Agent or Approved Attorney with a title insurance underwriter. Contractor shall notify DGS immediately if Contractor discontinues its agency agreement with a title insurance underwriter who has previously issued an Insured Closing Protection Letter to the State of Maryland.

VIII. COMPENSATION

Contractor shall be compensated as follows:

A. Comprehensive Settlement Fee. The fixed fee for title and settlement services for a single transaction ("Settlement Fee") shall be \$_____ and shall incorporate all overhead expenses, including but not limited to:

1. Title examination charges and settlement expenses for a single Full Title Search (including abstractors' search fees and pre-recording bring-to-date prior to settlement);
2. Conducting Settlement;
3. Attorneys' Fees;
4. In-house Photocopying;
5. Travel and mileage expenses;
6. Telephone and facsimile expenses;
7. Document preparation (including commitments, policies, deeds and affidavits);
8. Notary fees;
9. Delivery and courier services;
10. Wire transfer fees;
11. Service Charges to record documents;
12. Escrow Services; and
13. Secretarial Services.

The Contractor shall not pass through the above-referenced overhead expenses to DGS or another party to the transaction.

B. Pass-Through Charges: The Contractor may pass through to DGS the following expenses at the Contractor's actual cost with no markup, and shall itemize on each Invoice submitted by the Contractor:

1. Photocopies in Clerk's office;
2. Recording charges charged by the State or County;

3. Lien Reports;
4. Judgment Reports; and
5. Taxes, water charges, or ground rent advanced or adjusted.
6. Full size plats

C. Cancellation Fee: The State has the right to cancel a transaction at any time, and the total compensation for a cancelled transaction shall be a Cancellation Fee of **\$0.00**, plus allowable Pass-Through Charges under Paragraph VIII B above.

D. Recording Fee: The fee to be paid to the Contractor for recording fully executed documents not associated with title and settlement services is **\$0.00** per filing.

E. Title Insurance Premium: The Contractor submitted with its proposal a rate schedule for each underwriter through which it may issue policies for transactions under the Contract. Those rate schedules are incorporated into the Contractor's proposal. The rates proposed for each underwriter are binding for the term of the Contract unless or until a new rate schedule is approved by the Maryland Insurance Commissioner. DGS is entitled to reissue rates, when reissue rates are available. If DGS requests title insurance, the premium charges shall be in accordance with the rate schedule submitted with the proposal.

F. Predetermined Fees: The Contractor shall be compensated the following amounts for performing the specified services:

1. Additional Title Searches. When, in the sole judgment of the Office of Real Estate, a single transaction requires more than one (1) Full Title Search, the Contractor shall be compensated **\$0.00** for each additional Full Title Search performed.
2. Additional Chains of Title. If the property to be searched has been in common ownership for the thirty (30) year period immediately preceding the search date, a division of ownership prior to that date will be considered an Additional Chain of Title for which the Contractor shall be compensated **\$0.00**.
3. Bring-to-date. Upon written authorization from DGS, a Contractor shall perform additional bring-to-dates. For each bring-to-date more than six (6) months but less than two (2) years after the issuance date for the original commitment, the Contractor shall be compensated **\$0.00**.
4. Disposition of State Property – "Request for Commitment Only". A Contractor shall be compensated **\$0.00** for title services when DGS orders only a Commitment for Title Insurance in connection with the disposition of State-owned property.

G. Charges to Seller: Except as provided in this paragraph, no charges shall be assessed against a Seller without prior written authorization from DGS and the Seller. Notwithstanding this paragraph, the Contractor may assess against the Seller the following charges imposed against the property:

1. Lien payoffs;

2. Real estate taxes;
3. Ground rents;
4. Water Charges; and
5. Expedited Courier or Overnight fees for settlement requested by the Seller; and
6. Any other assessment charges (public or private) imposed against the property.

The Contractor may also assess against the Seller a fee for work that the Contractor must perform in the clearance of Seller's title, including obtaining payoff statements, preparation and recordation of releases, securing partial paydown statements and execution of subordination agreements by third parties, and preparation of corrective deeds to cure a title defect. The Contractor has submitted the following fees it will charge a Seller for the title clearance fees:

| | |
|--|-------------|
| Securing payoff statements, preparation and recording of releases (per release) | \$ ____ .00 |
| Securing partial pay down statements and execution of subordination agreements (per agreement) | \$ ____ .00 |
| Preparation and recordation of corrective deed to cure title defect | \$ ____ .00 |

The Contractor shall not charge more than \$200.00 per settlement in title clearance fees to clear Seller's title without written authorization from DGS and the Seller.

IX. METHOD OF PAYMENT

A. Multiple contracts were awarded under this solicitation. The Contractor is not guaranteed a minimum amount of work or compensation under this Contract, and it is within the Office of Real Estate's sole discretion to determine which, if any, contractor shall be assigned any particular matter. The Contractor shall submit proper invoices to DGS for individual transactions that it has been assigned. Invoices shall be submitted in the format shown on Exhibits A and B.

B. Phase One Invoice

1. A Phase One Invoice shall be clearly marked as such, and shall include as applicable the Cancellation Fee, Pass-Through Charges, and Predetermined Fees. The Contractor shall submit its Phase One Invoice with the complete Title Commitment Package. A Phase One Invoice shall be paid within 30 days of acceptance by DGS of the complete Title Commitment Package and all documentation required to be submitted with the Title Commitment Package.

Phase Two Invoice

2. A Phase Two Invoice shall be clearly marked as such, and shall include as applicable the Settlement Fee, Title Insurance Fee, Pass-Through Charges, and Predetermined Fees. The Phase Two Invoice shall itemize any fees previously paid, and shall subtract fees previously paid from the amount due on the Phase Two

Invoice.

A Phase Two Invoice shall be submitted with the fully executed deed and Settlement Sheet, and shall be paid within thirty (30) days of receipt.

- C. On condemnation and tax sale cases, an interim bill consisting of the Contractor's cancellation fee, which is \$ __, may be submitted with the preliminary title binder; final billing on such cases can be made after the Inquisition is recorded and the exact amount of insurance is known.
- D. In the event a job, canceled prior to settlement, but after issuance of a title commitment, is reordered, the Contractor shall provide a bring-to-date. In the event of settlement, any Cancellation Fee previously paid will be deducted from the Settlement Fee.

X. **RESERVED**

XI. **GENERAL CONTRACT TERMS AND CONDITIONS**

- A. Incorporated herein by reference and a made part hereof are: the General Contract Terms and Conditions, Request for Proposal number WSN 2-12, and the Contract Affidavit. Contractor shall comply with all terms and conditions stated herein and all enumerated addenda.
- B. This Contract may be amended, but only in writing, signed and executed with all formalities and signatures with which this Contract is signed and executed.
- C. The illegality or unenforceability of any provision herein shall not affect the enforceability of this agreement as a whole, and the illegal or unenforceable provision shall be considered severed here from.
- D. As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor

understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

Contractor shall include this subparagraph in any subcontract into which it enters under this Contract

- E. As a condition of entering into this Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.
- F. Subcontracting, in whole or in part, is permitted. However, the Contractor shall remain fully liable and accountable to DGS for the completion of the work specified, within the time limits specified. All communications with subcontractors shall be through the Contractor, and all billing will be from the Contractor. Assignment of this contract is prohibited without the prior approval of the Procurement Officer.
- G. The Contractor agrees to accept all jobs assigned unless there is a conflict of interest. In such event, the Contractor shall immediately advise the Procurement Officer of the conflict, and the Procurement Officer shall reassign the job or jobs to another contractor.

IN WITNESS WHEREOF, the parties have executed this contract by causing the same to be signed on the date and year first above written.

ATTEST:

_____ BY: _____ (SEAL)

Execution of this contract was approved by the Board of Public Works on _____

_____, Item ____-RP.

_____ BY: _____
Procurement Officer

Approved for form and legal sufficiency this _____ day of _____, 20__.

Assistant Attorney General
Department of General Services

DO NOT COPY

CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____ (title) and the duly authorized representative of _____ (business) and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic _____) (foreign _____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(Authorized Representative and Affiant)

ADDENDUM A

DEPARTMENT OF GENERAL SERVICES OFFICE OF REAL ESTATE

GENERAL CONTRACT TERMS AND CONDITIONS

1. NON-HIRING OF EMPLOYEES

No official or employee of the State of Maryland, as defined under the State Government Article §15-103, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this contract, or any unit thereof.

2. DISPUTES

a. This contract is subject to the provisions of State Finance and Procurement Article ("SF&P"), Title 15, Subtitle 2, Annotated Code of Maryland, and the Code of Maryland Regulations ("COMAR") Title 21.10 (Administrative and Civil Remedies). Unless a lesser period is provided by applicable statute, regulation, or this contract, the Contractor must file a written notice within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of the notice of the claim, but no later than the date of final payment under the contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

b. Except as otherwise may be provided by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this clause.

c. As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this clause.

d. A claim shall be made in writing and submitted to the Procurement Officer for decision in consultation with the Office of Attorney General.

e. When a claim cannot be resolved by mutual agreement, the Contractor shall submit a written request for final decision to the Procurement Officer. The written request shall set forth all the facts surrounding the controversy.

f. The Contractor, at the discretion of the Procurement Officer, may be afforded an opportunity to be heard and to present evidence in support of its claim.

g. The Procurement Officer shall render a written decision on all claims within 180 days of receipt of the contractor's written claim, unless the procurement officer determines that a longer period is necessary to resolve the claim. If a decision is not issued within 180 days, the procurement officer shall notify the contractor of the time within which a decision shall be rendered and the reasons for such time extension. The decision shall be furnished to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The Procurement Officer's decision shall be deemed the final action of the State.

h. The Procurement Officer's decision shall be final and conclusive unless the Contractor files a written appeal with the Maryland State Board of Contract Appeals within thirty (30) days of receipt of the decision.

i. Pending resolution of a claim or appeal, the Contractor shall proceed diligently with the performance of the contract in accordance with the Procurement Officer's decision.

j. All remedies available to the State under this Contract or the law are cumulative and not exclusive.

3. MARYLAND LAW PREVAILS

The provisions of this contract shall be governed by the laws of the State of Maryland and the parties hereby expressly agree that the courts of the State of Maryland shall have jurisdiction to decide any questions arising hereunder after all the above administrative remedies have been exhausted.

4. NON-DISCRIMINATION IN EMPLOYMENT

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and to post and to cause subcontractors to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the substances of this clause.

5. CONTINGENT FEE PROHIBITION

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

6. MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this contract succeeding the first fiscal period, this contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this contract. The effect of termination of the contract hereunder will be to discharge both the Contractor and the State from future performance of the contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this contract for each succeeding fiscal period beyond the first.

7. TERMINATION FOR DEFAULT

If the Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the contract, the State may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties shall be governed by the provisions of COMAR 21.07.01.11B

8. TERMINATION FOR CONVENIENCE

The performance of work under this contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A.

9. SUSPENSION OF WORK

The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the State.

10. PRE-EXISTING REGULATIONS

In accordance with the provisions of SF&P Section 11-206, the regulations in COMAR Title 21 in effect on the date of execution of this contract are applicable to this contract.

11. PAYMENT OF STATE OBLIGATIONS

Payments to the Contractor pursuant to this contract shall be made no later than thirty (30) days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by SF&P Title 15, Subtitle 1, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

12. FINANCIAL DISCLOSURE

The Contractor shall comply with the provisions of SF&P Section 13-221, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within thirty (30) days of the time when the aggregate value of these contracts, leases, or agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

13. POLITICAL CONTRIBUTION DISCLOSURE

The Contractor shall comply with Election Law, Article, §§14-101 - 14-108, of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other

agreements with the State of Maryland, a county, or an incorporated municipality, or their agencies during a calendar year under which the person receives in the aggregate \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions on excess of \$500.00 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year throughout the contract term, on: (a) February 5 to over the six (6) month period ending January 1; and (b) August 5, to cover the six (6) month period ending July 31.

14. RETENTION OF RECORDS

The Contractor shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times.

15. COMPLIANCE WITH LAWS

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this contract; and
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this contract.

16. COST AND PRICE CERTIFICATION

- A. The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
 - (1) A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the Procurement Officer; or
 - (2) A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the Procurement Officer.
- B. The price under this contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon by the two parties, was inaccurate, incomplete, or not current.

17. CONTRACT AFFIDAVIT

Contract Affidavit attached hereto and fully incorporated herein as a part of the contract, shall be fully completed and executed by the Contractor and attached to the contract.

18. CONTRACT MODIFICATIONS

The Procurement Officer may at any time, by written order designated or indicated to be a change order, make any change in the general scope of the contract. Any other written or oral order (which terms shall include any direction, instruction, interpretation or determination) from the Procurement Officer which causes any such change shall not be effective as a change order under this provision unless the contractor gives the Procurement Officer, within five (5) days of the date of receiving such order, written notice stating the date, circumstances and source of the order and stating that the contractor regards the order as a change order.

Except as herein provided, no order, statement or conduct of the Procurement Officer or any other state representative or employee shall be treated as a change of modification under this clause or shall entitle the contractor to an equitable adjustment hereunder. If any change or modification under this provision causes an increase or decrease in the contractor's cost of or the time required for the performance of any part of the services under the contract, an equitable adjustment shall be made and the contract price modified in writing accordingly.

EXHIBIT A: PHASE ONE INVOICE

S

A TO Z TITLE COMPANY
Main Street
Baltimore, Maryland 21201

STATE JOB NO: 87-C-1
STATE FILE NO: 00/111
A TO Z TITLE COMPANY: H-18,105
COUNTY: Frederick
LAST KNOWN OWNER: John Smith, et ux

(Indicate whether this is an initial, interim or a final bill)

Contract Cancellation/Minimun Fee \$200.00

Additional Chain \$100.00

Plus "Pass-though" charges permitted under contract:

Photo Copies: 10.00

Balance: 310.00

Less late fees and/or previous paid funds:

Balance Due: \$310.00

"Bill True and Correct and Payment Not Yet Received:

Dated: April 10, 1994

A TO Z TITLE COMPANY

FED OR SS#: _____

BY: _____
J.J. Jones, President

S

A TO Z TITLE COMPANY
Main Street
Baltimore, Maryland 21201

A

STATE FILE NO: 01/0101
A TO Z TITLE COMPANY: H-18,105
COUNTY: Frederick
LAST KNOWN OWNER: John Smith, et ux

M

SECOND PHASE INVOICE

Book Rate for Owner's Title Insurance on \$120,000.00 **\$365.-00**

Contracted Settlement Fee **450.00**

Bring-to-Date **75.00**

Plus "Pass-though" charges permitted under contract:

Photo Copies: **7.00**

Judgement Reports: **20.00**

Lien Reports: **10.00**

Balance: **\$927.00**

Less previous paid funds and/or late fees: **\$295.00**

Balance Due: **\$632.00**

"Bill True and Correct and Payment Not Yet Received:

Dated: April 10, 2000

A TO Z TITLE COMPANY

FED OR

SS#: _____

BY: _____

J. J. Jones, President

EXHIBIT C
FORM CLOSING PROTECTION LETTER

Date

State of Maryland
Department of General Services, Office of Real Estate
300 West Preston Street, Room 601
Baltimore, Maryland 21201
Attention: Jocelyn Mance

Re: *Name of Issuing Agent* – Closing Protection Letter

Dear Ms. Mance:

_____ Title Insurance Company (the "Company") agrees, subject to the Conditions and Exclusions set forth below, to reimburse the State of Maryland (the "State"), for actual losses incurred by the State in connection with closings of real estate transactions conducted by the Issuing Agent or Approved Attorney, provided 1) title insurance of the Company is specified for the State's protection in connection with the closing, and 2) the State is to be the (a) lender secured by a mortgage (including any other security instrument) of an interest in land, (b) purchaser of an interest in land or (c) a lessee of an interest in land, and provided the loss arises out of:

1. Failure of the Issuing Agent or Approved Attorney to comply with the State's written closing instructions to the extent that they relate to a) the status of the title to that interest in land or the validity, enforceability, and priority of the lien of the mortgage on that interest in land, including the obtaining of documents and the disbursement of funds necessary to establish the status of title or lien, or b) the obtaining of any other document, specifically required by the State, but only to the extent the failure to obtain the other document affects the status of the title to that interest in land, and not to the extent that your instructions require a determination of the validity, enforceability or the effectiveness of the other document, or
2. Fraud, dishonesty or negligence of the Issuing Agent or Approved Attorney in handling State funds or documents in connection with the closings to the extent that fraud, dishonesty or negligence relates to the status of the title to that interest in land or to the validity on enforceability, and priority of the lien of the mortgage on that interest in land.

Conditions and Exclusions

1. The Company will not be liable to the State for losses arising out of:
 - A. Failure of the Issuing Agent or Approved Attorney to comply with your closing instructions which require title insurance protection inconsistent with that set forth of the title insurance binder or commitment issued by the company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in the binder or commitment shall not be deemed to be inconsistent.
 - B. Loss or impairment of State funds in the course of collection or while on deposit with the bank due to bank failure, insolvency or suspension, except as shall result from a failure of the Issuing Agent or Approved Attorney to comply with the State's written closing instructions to deposit the funds in a bank which you designated by name.
 - C. Defects, liens, encumbrances or other matters in connection with the State's purchase, lease or loan transactions except to the extent that protection against those defects, liens, encumbrances or other matters is afforded by a policy of title insurance not inconsistent with your closing instructions.
 - D. Fraud, dishonesty or negligence of the State's employee, agent, attorney or broker.
 - E. The State's settlement or release of any claim without the written consent of the Company.
 - F. Any matters created, suffered, assumed or agreed to by the State or known to the State.
2. If the closing is to be conducted by an Approved Attorney, a title insurance binder or commitment for the issuance of a policy of title insurance of the Company must have been received by the State prior to the transmission of the State's final closing instructions to the Approved Attorney.

3. When the Company shall have reimbursed the State pursuant to this letter it shall be subrogated to all rights and remedies which the State would have had against any person or property had the State not been so reimbursed. Liability of the company for reimbursement shall be reduced to the extent that the State has knowingly and involuntarily impaired the value of this right of subrogation.
4. The Issuing Agent or Approved Attorney is the company's agent only for the limited purpose of issuing title insurance policies, and is not the company's agent for the purpose of providing other closing or settlement services. The Company's liability for the State's losses arising from those other closing or settlement services is strictly limited to the protection expressly provided by this letter. Any liability of the company for loss does not include liability for loss resulting from the negligence, fraud or bad faith of any party to a real estate transaction other than an Issuing Agent or Approved Attorney, the lack of credit worthiness of any borrower connected with a real estate transaction, or the failure of any collateral to adequately secure a loan connected with a real estate transaction. However, this letter does not affect the Company's liability with respect to its title insurance binders, commitments or policies.
5. **A claim arising under this letter may be submitted to arbitration only when agreed to by both the Company and the State.**
6. The State must promptly send written notice of a claim under this letter to the Company at its principal office at _____. The Company is not liable for a loss if the written notice is not received within three years from the date of the closing.
7. The protection herein offered extends only to real property transactions in Maryland.

Any previous closing protection letter or similar agreement is hereby canceled, except for closings of State real estate transactions for which the State has previously sent to (or within 30 days hereafter send) written closing instructions to the Issuing Agent or Approved Attorney.

_____, Title Insurance Company

By: _____
Name:
Title: